

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

GRITSTONE BIO, INC.,¹

Debtor.

Chapter 11

Case No. 24-12305 (KBO)

Related Docket No.: 315

**ORDER (A) AUTHORIZING THE AMENDED TENTH OMNIBUS REJECTION
OF EXECUTORY CONTRACTS EFFECTIVE AS OF THE APPLICABLE
REJECTION DATE; (B) ABANDONING PERSONAL PROPERTY;
AND (C) GRANTING RELATED RELIEF**

Upon consideration of the *Amended Tenth Omnibus Motion for the Entry of an Order (A) Authorizing Rejection of Executory Contracts Effective as of the Applicable Rejection Date; and (B) Granting Related Relief* (the “Motion”)² of the above-captioned debtor and debtor in possession (the “Debtor”) for the entry of an order (this “Order”): (a) authorizing the Debtor to reject the Contracts effective as of the Rejection Effective Date listed on **Schedule 1** annexed hereto; (b) abandoning personal property; and (c) granting related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and the United States District Court for the District of Delaware having jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 pursuant to the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the Debtor’s notice of the Motion and opportunity for a hearing on the Motion were appropriate under

¹ The Debtor’s mailing address is 4698 Willow Road, Pleasanton, CA 94588, and the last four digits of the Debtor’s federal tax identification number is 9534.

² Capitalized terms used but not defined herein have the meanings ascribed to them in the Motion.



the circumstances and no other notice need be provided; and the Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before the Court (the “Hearing”); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is **GRANTED** as set forth herein.
2. Pursuant to section 365 of the Bankruptcy Code, the Contracts, including any amendments, restatements, supplements, and associated statements of work associated with the Contracts, shall each be deemed rejected as of the Rejection Effective Date.
3. Within three (3) calendar days after entry of this Order, the Debtor will serve this Order on the counterparty to each Contract.
4. Counterparties to Contracts that are rejected pursuant to this Order must file a proof of claim relating to the rejection of such Contracts, if any, by the later of: (a) any applicable claims bar date established in this Chapter 11 Case; or (b) 30 days after entry of this Order. The Debtor reserves all rights to contest any such claim and to contest the characterization of each Contract as executory or not, and to contest whether such Contract may have terminated prior to the Petition Date or otherwise, or may not have been effective prior to the Petition Date or otherwise.
5. With respect to the Contracts listed on **Schedule 1** hereto, any personal property remaining in possession of the counterparty as of the Rejection Date is deemed abandoned as of the Rejection Date. The counterparties of the Contracts rejected by this Order may use or dispose of the abandoned property in their sole and absolute discretion without notice or liability to the Debtor or its estate, subject to the liens or other interests of any third parties in the abandoned

property under applicable law. The automatic stay, to the extent applicable, is modified to allow for such use or disposition.

6. The Debtor reserves its right to assume, assign, or reject other executory contracts or unexpired leases, and nothing herein shall be deemed to affect such rights.

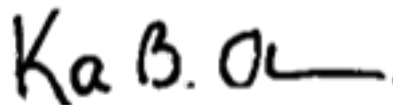
7. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity of any claim against the Debtor; (b) a waiver of the Debtor's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Order or the Motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; or (f) a waiver or limitation of the Debtor's right under the Bankruptcy Code or any other applicable law.

8. Notwithstanding the possible applicability of Rules 6004(g), 7062, or 9014 of the Federal Rules of Bankruptcy Procedure, or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

9. The Debtor is authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

10. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: March 20th, 2025
Wilmington, Delaware


KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

SCHEDULE 1

Rejected Contracts¹

¹ For the avoidance of doubt, the listed Contracts, includes any amendments, restatements, supplements, and associated statements of work associated therewith, whether or not such amendments, restatements, supplements, and associated statements of work are listed in the schedule.

Counterparty	Contract/Lease Description	Date of Agreement	Effective Date
Twic, Inc. dba Forma	Twic, Inc. dba Forma - Services Agreement (One-time use) - Aug 14, 2023	8/14/2023	12/24/2024
Twic, Inc. dba Forma	Twic, Inc. dba Forma - Services Agreement (One-time use) - Aug 14, 2023 - Amendment - Oct 16, 2024	10/16/2024	12/24/2024
Twist Bioscience Corporation	Twist Bioscience Corporation - Master Services Agreement - Feb 22, 2019	2/22/2019	12/24/2024
Twist Bioscience Corporation	Amendment - Feb 22, 2022	2/22/2022	12/24/2024
Tyler Hagan	Tyler Hagan - Consulting Agreement (One-time use) - Feb 01, 2024	2/1/2024	12/24/2024
Tyler Hagan	Tyler Hagan - Consulting Agreement (One-time use) - Feb 01, 2024 - Amendment - Aug 26, 2024	8/26/2024	12/24/2024
UG2, LLC	UG2, LLC - Master Services Agreement - Sep 15, 2023 (Lab and office cleaning services)	9/15/2023	12/24/2024
UK Health Security Agency (UKHSA)	UK Health Security Agency (UKHSA) - Materials Transfer Agreement - Jan 10, 2024 (pancorona challenge study)	1/10/2024	12/24/2024
UK Health Security Agency (UKHSA)	UK Health Security Agency (UKHSA) - MTA - March 18, 2022	3/18/2022	12/24/2024
UniClean Corp	Amendment - Jun 10, 2022	6/10/2022	12/24/2024
UniFirst Corporation	UniFirst Corporation - Master Services Agreement - Sep 24, 2020	9/24/2020	12/24/2024
University of Georgia Research Foundation, Inc.	University of Georgia Research Foundation, Inc. - Other - Aug 08, 2024	8/8/2024	12/24/2024
University of Georgia Research Foundation, Inc.	University of Georgia Research Foundation, Inc. - CDA - Jun 18, 2024	6/18/2024	12/24/2024
University of Washington	University of Washington - CDA - May 03, 2023 (GO-014)	5/3/2023	12/24/2024
University of Washington	University of Washington - CDA - Mar 06, 2024	3/6/2024	12/24/2024
VA Boston Healthcare System	VA Boston Healthcare System - CDA - October 15, 2021	10/15/2021	12/24/2024
Vaccine Company, Inc.	Vaccine Company, Inc. - CDA - Dec 04, 2023	12/4/2023	12/24/2024
Vaisala Inc	Vaisala Inc - Master Services Agreement - February 23, 2023	2/27/2023	12/24/2024
Vaisala Inc	Vaisala Inc - SOW - February 27, 2023	2/27/2023	12/24/2024
Vanrx Pharmsystems, Inc.	Vanrx Pharmsystems, Inc. - CDA - Jun 25, 2020	6/25/2020	12/24/2024
Vaxcellerant LLC	Vaxcellerant LLC - Consulting Agreement (One-time use) - Mar 13, 2024	3/13/2024	12/24/2024
Velocity Clinical Research	Velocity Clinical Research - CDA - March 28, 2023	3/28/2023	12/24/2024
Venrock Healthcare Capital Partners EG, L.P.	Venrock Healthcare Capital Partners EG, L.P. - CDA - Sep 05, 2024	9/5/2024	12/24/2024
Verista, Inc.	Verista, Inc. - SOW - Aug 25, 2023 (Commissioning, Qualification and Validation (CQV) support for 14 pieces of equipment (freezers, free)	8/25/2023	12/24/2024

Counterparty	Contract/Lease Description	Date of Agreement	Effective Date
Verista, Inc.	Verista, Inc. - SOW - Aug 25, 2023 (Commissioning, Qualification and Validation (CQV) support for 14 pieces of equipment (freezers, free) - Amendment - Jan 25, 2024	1/25/2024	12/24/2024
VisMederi srl	VisMederi srl - Master Services Agreement - Apr 27, 2022 (Master Laboratory Services Agreement)	4/27/2022	12/24/2024
VisMederi srl	VisMederi srl - SOW - Oct 17, 2023 (GO-012)	10/17/2023	12/24/2024
VisMederi srl	VisMederi srl - SOW - Mar 13, 2023 (SOW 2)	3/13/2023	12/24/2024
VisMederi srl	VisMederi srl - Materials Transfer Agreement - Apr 27, 2022 (VisMederi srl - MTA - April 27, 2022)	4/27/2022	12/24/2024
Vossius and Partner	Vossius and Partner - Services Agreement (One-time use) - Oct 07, 2024	10/7/2024	12/24/2024
VWR International LLC	VWR International LLC - CDA - Feb 26, 2024	2/26/2024	12/24/2024
Wareham Properties	Wareham Properties - Master Services Agreement - Sep 14, 2018	9/14/2018	12/24/2024
West Broadway Building Co	West Broadway Building Co - CDA - May 07, 2024 (CDA)	5/7/2024	12/24/2024
Western Allied Mechanical Inc.	Western Allied Mechanical Inc. - SOW - Jun 18, 2024 (Furnish and install a replacement pressure reducing valve for Chiller 1/ chiller 3 loop Pleasanton)	6/18/2024	12/24/2024
Western Allied Mechanical Inc.	Western Allied Mechanical Inc. - SOW - Apr 18, 2024 (replace both Pump motors on chiller 1)	4/18/2024	12/24/2024
Western Allied Mechanical Inc.	Western Allied Mechanical Inc. - SOW - Apr 18, 2024 (replacement of compressor)	4/18/2024	12/24/2024
Western Allied Mechanical Inc.	Western Allied Mechanical Inc. - SOW - Apr 18, 2024 (non-routine repairs)	4/18/2024	12/24/2024
Western Allied Mechanical Inc.	Western Allied Mechanical Inc. - SOW - Jan 17, 2024 (2024 Preventative Maintenance for HVAC systems)	1/17/2024	12/24/2024
Western Allied Mechanical Inc.	Amendment - Oct 13, 2022	10/13/2022	12/24/2024
Wilson Sonsini Goodrich and Rosati	Wilson Sonsini Goodrich and Rosati - Other - Apr 24, 2019	4/24/2019	12/24/2024
Wilson Sonsini Goodrich and Rosati	Wilson Sonsini Goodrich and Rosati - Master Services Agreement - Apr 24, 2019	4/24/2019	12/24/2024
Workday, Inc.	Workday, Inc - Order Form - March 08, 2023	3/23/2023	12/24/2024
Wuxi Biologics (Hong Kong) Limited	Wuxi Biologics (Hong Kong) Limited - REVIEW - CDA	5/23/2023	12/24/2024
Wyatt Technology Corporation	Wyatt Technology Corporation - CDA - Aug 29, 2024	8/29/2024	12/24/2024
Xencor, Inc.	Xencor, Inc. - Master Services Agreement - Oct 14, 2019	10/14/2019	12/24/2024

Counterparty	Contract/Lease Description	Date of Agreement	Effective Date
Xerox Financial Services	Xerox Financial Services - Services Agreement (One-time use) - Jul 05, 2023	7/5/2023	12/24/2024
Xerox Financial Services	Xerox Financial Services - Services Agreement (one-time use) - April 05, 2022	4/5/2022	12/24/2024
Xerox Financial Services	Xerox Financial Services - Other - June 01, 2022 (Cost Per Image Agreement))	6/1/2022	12/24/2024
Xerox Financial Services	Amendment - Feb 18, 2023	2/18/2023	12/24/2024
Yamartino Associates	Yamartino Associates - SOW - Oct 16, 2023	10/16/2023	12/24/2024
Yamartino Associates	Yamartino Associates - SOW - February 28, 2022	2/28/2022	12/24/2024
Yamartino Associates	Yamartino Associates - Master Services Agreement - February 28, 2022	2/28/2022	12/24/2024
Yamartino Group LLC	The Yamartino Group LLC - SOW - March 06, 2023 (SOW #2))	3/6/2023	12/24/2024